

SCHUYLKILL VALLEY SCHOOL DISTRICT

FOOD SERVICE & CUSTODIAL EMPLOYEE COMPENSATION PLAN



December 2023- June 30, 2027

ADMINISTRATIVE COMPENSATION PLAN

Recitals

WHEREAS, the Schuylkill Valley School District (“the School District”) has previously provided a compensation and benefits to non-certified employees; and

WHEREAS, the School District has determined that beginning December 15, 2023, that it would begin to have a specific compensation plan that outlines the salary and benefits contained herein; and

NOW, THEREFORE, the Board of School Directors of the School District (“the School Board”) hereby adopts this Administrative Compensation Plan (“the Plan” or “this Plan”)

Terms and Conditions of the Plan

A. TERM.

The term of this Plan shall be from December 15, 2023, through June 30, 2027.

B. DEFINITIONS.

When capitalized herein, the following terms shall have the following meanings unless the context clearly indicates otherwise:

1. “Employee” shall mean any non-certified employee of the school entity who by virtue of assigned duties is not in a bargaining unit. For purposes of clarity and application of this definition to the School District, the following job titles are covered this Plan:
 - a. Food Service Worker
 - b. Custodian

2. “Plan” means this Compensation Plan. There are no “side agreements,” Memorandums of Understanding or Memorandums of Agreement between the School District and the Employees hereto except for those agreed upon by the parties after entering into this Agreement.

3. "School District" means the Schuylkill Valley School District, and for the purposes of this agreement, includes the applicable administrative personnel who in their capacity as an administrator, represent the District on specific matters.
4. "School Board" or "Board" means the Board of School Directors of the School District.
5. "School Year" means the period of time from July 1 to the subsequent June 30 each year.
6. "Superintendent" means, as applicable, the Superintendent of Schools of the School District, any acting Superintendent, any Interim Superintendent, or the designee of any of them.

C. ANNUAL WAGE RATES:

1. Each Employee shall be paid an annual base wage as set forth in Appendix C for the 23-24 school year. Each year of this agreement, the starting wage (minimum) and maximum wage shall increase by the annual rate of increase as determined and published by social security.
2. During the 23-24 fiscal year, each employee covered by this compensation plan received a 3% salary increase, on July 1, 2023.
3. Effective July 1, 2024 and each year (annually) thereafter and for the duration of this plan, the hourly pay chart in Appendix C will be adjusted based on the social security cost of living increase.
4. In addition to the social security increase which shall be added to the minimum and maximum salary ranges each year (annually), each employee who has completed one full year of employment with the School District shall be moved to the next higher hourly pay rate, as stipulated in the Appendix C, each July 1st. (New hires must complete their first official day of service prior to August 15th to receive one full year of credit). The longevity increase shall be awarded through 20 years of service. Following 20 years of service, each employee's pay will only be adjusted by the annual social security increase.
5. Each employee shall also be eligible for an annual performance bonus of 0-2% of their net salary- exclusive of any activity or extra-curricular pay. The percentage increase shall be determined by the building administrator or direct supervisor. The performance bonus shall be paid in a lump sum, following board approval of salary increases.

1. Notwithstanding anything herein to the contrary, any Employee who receives an unsatisfactory rating, or who is placed on a performance improvement plan during the rating period for that school year shall not be entitled to any bonus for that school year.
2. Bonus increases for determination of the 0-2% shall be determined by the following:
 - a. 0-2.0% shall be assigned based on ratings:
 1. 0% for an overall rating of unsatisfactory
 2. 0.5% for an overall rating of needs improvement
 3. 1.50% for an overall rating of meets
 4. 2.00% for an overall rating of exceeds

D. OVERTIME:

1. Actual time worked, holiday hours, personal days and sick days shall be regarded as work performed for the purposes of computing overtime compensation.

E. EXTRA DUTY PAY - FOOD SERVICE WORKERS

1. Whenever a food service worker is assigned to perform head cook duties that employee shall receive a \$2.00 hourly increase in rate for the period of time in which they performed the duties of head cook. The rate increase shall only be applicable for the duration of the assignment.
2. Whenever a food service worker is assigned to perform the duties of a Food Service Supervisor, that employee shall receive a \$3.00 hourly increase in rate, which shall be applicable for the duration of the assignment.

F. HIRING INCENTIVE BONUS:

1. Employees shall be eligible to receive a referral bonus for any perspective employee recommended and who is subsequently and permanently hired.
2. Only one employee may receive the referral bonus for each new employee and the referral must be completed on the District approved form.
3. To be eligible for receipt of the referral bonus:
 1. The new employee must pass the probation period.
 2. The new employee must remain actively working in the position for a period of no less than one calendar year.
4. Once the newly hired employee completes the provision specified in F(1) & F(2) the referring employee shall receive a \$500 bonus to be paid in the next applicable pay period.
5. Once the newly hired employee completes the provision specified in F(1) & F(2) the new employee shall receive a \$200 bonus to be paid in the next applicable pay period.

G. WORK DAYS

1. Generally, Full-time 260-day Custodians shall work five (5) days per week, fifty-two (52) weeks per year, a minimum of eight (8) hours per work day, except as follows:
 - a. Sick days as allowed in this Plan;
 - b. Vacation as allowed in this Plan for 260-day Custodial employees;
 - c. Holidays as defined in this Plan; (Appendix B)
 - d. Personal days as allowed in this Plan;
 - e. Paid or unpaid leaves as required in this plan or under applicable law; and

2. Generally, Food Service Worker employees shall work five (5) days per week, a minimum of four (4) hours per work day, except as follows:
 - a. Sick days as allowed in this Plan;
 - b. Holidays as defined in this Plan; (Appendix B)
 - c. Personal days as allowed in this Plan;
 - d. Paid or unpaid leaves as required in this plan or under applicable law; and
 - e. Days on which the School District is closed and/or employees are advised that they are not required to work, such as may be the case on certain inclement weather days.
 - f. Certain half-days and/or certain teacher in-service days.

3. Minimum expectations for hourly non-exempt custodial employees. The foregoing requirements are minimum requirements for hourly Non-Exempt Custodial employees. Except when absent in accordance with a lawful leave or this Plan, the employees and the School Board recognize that work will be performed during the employee's assigned working hours. In addition, work may need to be performed outside of a Custodial employee's assigned shift and/or on weekends or Holidays. In instances where such work is needed, the Supervisor and/or Director will ask for volunteers. In instances where there are no volunteers, work will be assigned and the overtime will be mandatory. The Supervisor shall inform the employee in email and by phone. The employee will fill out the time sheet so that appropriate pay can be provided for the overtime worked. "Comp Time" (compensation time) shall not be used to compensate for overtime.

4. Minimum Expectations for hourly Non-Exempt Food Service employees. The foregoing requirements are minimum requirements for hourly Non-Exempt employees. Except when absent in accordance with a lawful leave or this Plan, the employees and the School Board recognize that work will be performed during the employee's assigned working hours. Work will not be expected to occur during the evening or on weekends. In instances where such work is

needed, the Supervisor and or Director will ask for volunteers. In instances where there are no volunteers, work will be assigned and the overtime will be mandatory. The Supervisor and or Director shall inform the employee by email and by phone and the employee will fill out the time sheet so that appropriate pay can be provided for the overtime worked. "Comp Time" (compensation time) shall not be used to compensate for overtime.

5. Work Breaks for Custodial Employees:

- a. Each Custodial employee shall be entitled to two (2) ten-minute breaks.
- b. One break must occur before the specified lunch period in the shift, and the second shall occur in the second portion of the shift.
- c. There shall be no stacking of breaks with other breaks, or with lunch.
- d. The break shall be taken on site and in place.
- e. The Supervisor shall set the break schedule.

H. INSURANCE AND SELF-INSURANCE BENEFITS.

Notwithstanding anything herein to the contrary, all insurance and self-insured benefits or coverages are subject to the terms, conditions, limitation and exclusions of the applicable plan document and are for benefit eligible employees. Part-time employees are not benefit eligible for medical insurance and prescription, but are entitled to other insurance benefits as defined by this plan.

I. HEALTH INSURANCE.

The preferred comprehensive medical plan which the District provides will continue under this Plan, or an equivalent plan of health insurance shall be provided during the term of this Plan.

Each employee who elects insurance benefits for which they are eligible shall be responsible for contributing the monthly amount toward the cost of these Health benefits as identified below:

J. MEDICAL/PERScription BENEFITS

Monthly benefit contribution rates for full-time employees covered by this plan shall be based upon six and one-half percent (6.5%) of the total cost for benefits, including prescription, and up to a maximum as indicated below.

The retired benefit eligible employee is permitted to purchase District Group Insurance through the district group until age sixty-five (65) (Special Class). If the spouse of the retired employee is younger, he/she is permitted to continue to purchase District group insurance until he/she becomes age sixty-five (65) (Special Class). If made available by the carrier, such individuals will also be permitted to

purchase, in accordance with the above, other insurance benefits made available to employee.

K. DENTAL BENEFITS

The School District shall pay one hundred percent (100%) of the premium of dental insurance for full-time and part-time employees as defined in this plan.

Dental care program shall be determined by the plan chosen by the District.

L. VISION BENEFITS

The School District shall pay one hundred percent (100%) of the premium of the vision insurance for full-time and part-time employees as defined in this plan.

The vision care program shall be determined by the plan chosen by the District.

M. TERM LIFE INSURANCE

1. The School District shall provide full-time and part-time employees as defined by this plan with group term insurance coverage for each full-time or part-time employee equal to \$100,000.

N. 403(b) AND 457(b) PLANS

1. The School District shall maintain a 403(b) plan into which employees, full-time and part-time as defined by this plan, may make tax deferred contributions.
2. The School District shall contribute fifty percent (50%) of the cost for tax sheltered annuity management fees. Employees will contribute the remaining fifty percent (50%) cost of these fees.

O. CONTINUATION OF BENEFITS OR INSURANCE

1. Medical eligible employees shall have the right to continue medical coverage or convert to individual medical coverage during unpaid leaves of absence at their sole cost and expense (unless the FMLA requires the School District to pay for benefits); provided, however, that the medical plan and/or carrier allows such continuation of coverage or conversion to an individual policy.
2. Insurance eligible employees shall have the right to convert to an individual policy after separating from service with the School District to the extent allowed by any applicable plan, policy or insurer.
3. Insurance eligible employees shall have the right to continue insurance coverage after separation of service by any Employee subject to the terms, conditions and

limitations set forth in COBRA and/or section 513(b.1) of the School Code, 24 P.S. §5-513(b.1).

P. LEAVES OF ABSENCE

1. CRITICAL ILLNESS IN IMMEDIATE FAMILY

For full-time and part-time employees, days of absence will be allowed for critical illness of each member of the employee’s immediate family and any such day taken shall cause a deduction of sick leave from the employee. If the employee has insufficient accumulated sick leave available, the day(s) of absence shall be without pay, however, all days without pay must be pre-approved by the Superintendent. Critical illness means illness, which the attending physician considers sufficiently serious to require the employee's presence at the bedside. The School District reserves the right to require a statement from the attending physician to substantiate critical illness. Immediate family means husband, wife, children, father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, wherever they may reside. It also includes other members of the family living in the employee's household, or any person with whom the Employee has made his/her home.

2. PERSONAL ABSENCES

Each employee shall be granted two (2) days of personal leave (without loss of pay or loss of accumulated sick leave) during each year of this agreement. Employees with 10 or more years of service will receive three (3) personal days. Personal leave must be approved by the direct supervisor. Personal days shall be subject to the following guidelines:

- a. Employees must request permission for use of personal leave to their supervisor(s) through the Frontline reporting system, at least two (2) days in advance of their intention to take personal leave.
- b. In the event that an Employee resigns during the year, he/she is liable to the School District for personal leave used during that year in excess of accrued days.

3. SICK LEAVE

Sick Leave	
Employee Category	# of Days awarded each year.
Full Time Employee	12 days
Part Time Employee	5 days

Each Employee shall be entitled to sick leave subject to the terms, conditions and limitations set forth in in this plan.

All or any part of accumulated unused sick leave may be taken in any or one or more school years, provided that the use of sick leave is in accordance with FMLA provisions and provided that the employee, when requested by the School District, provides appropriate documentation for the need for extended use of sick leave.

Any employee who retires from Schuylkill Valley and PSERS with 15 or more years of service, shall receive payment of unused sick leave at a flat rate of \$25 per day for part time and \$35 day for full-time. The district shall make a non-elective employer contribution to the employee's employees' 403(b) retirement program equal to the compensation for all unused sick days subject to the terms above. The employee shall have no cash option. The employee must establish a 403(b) TSA account prior to separation of service or the employee shall forfeit this benefit.

Payment of unused sick leave shall be made to the employee only upon retirement from the public-school system (PSERS) for employees with 15 years of service. Should the employee die, the district shall make the maximum payment allowed by IRS regulations to the employees' 403(b) Account.

4. LEAVE OF ABSENCE WITH PAY: DEATH OF IMMEDIATE FAMILY

In the event of the death of an immediate family member, there shall be no deduction in salary for absence on the day of the funeral and two consecutive, additional days. An immediate family member shall be defined as: mother, father, spouse, mother in law, father in law, brother, sister, child, dependent grandchild.

5. LEAVE OF ABSENCE WITH PAY: DEATH OF NEAR RELATIVE

In the event of the death of a near relative, there shall be no deduction in salary for absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent, grandparent of spouse, or non-dependent grandchild.

This leave is in accordance with the provisions of the School Laws of Pennsylvania.

6. SERVICE IN COURT

When an Employee is called for jury duty or is subpoenaed to attend as a witness before any court of law, he/she shall receive his/her regular salary to the extent that he/she has not been reimbursed for such attendance by any other source. This service will not be deducted from the Employee's sick leave, personal day leave, or any other leave. A copy of the subpoena shall be sent to the Human Resource Office.

The Employee will present proof to the Human Resource Office that he/she did serve or report as a juror, or was subpoenaed, and reported as a witness in court and

the amount of pay, if any, received therefrom. The above shall pertain only to personal and/or professional reasons and not in relation to a second job.

7. PROFESSIONAL LEAVE TO ATTEND EDUCATIONAL CONFERENCE

Absence with pay will be allowed for attendance at educational meetings, conferences, conventions or school business when approval has been secured from the direct supervisor and budgeted funds are available. Budgeted funds will be allocated to best serve the interests of the School District.

Q. TUITION REIMBURSEMENT

Subject to the terms, conditions and limitations set forth hereinafter, each employee as defined in this plan shall be reimbursed for tuition:

1. Tuition reimbursement must be applied for, and recommended for approval by the Superintendent before the employee begins the course.
2. The application for tuition reimbursement must be on a form used by the School District for such purpose.
3. Notwithstanding anything herein to the contrary, no course shall be eligible for reimbursement if it started before the employee began employment with the School District or ends after the employee ends his/her employment with the School District.
4. The course(s) must be directly related to employee's job duties with the School District or must be required by the Superintendent.
5. The course(s) must be related to a certification in which the employee is enrolled and will further the work of the employee within the School District.
6. The course(s) must be either required by the Superintendent or recommended for reimbursement by the Superintendent (which recommendation will not be unreasonably withheld).
7. Undergraduate courses are eligible for reimbursement. Courses for reimbursement must be a part of a degree or certificate conferring program.
8. The employee must receive either an "A" or "B" in the course, unless the course is offered only on a pass-fail basis, in which case the employee must receive a "pass." If a course is offered only as a pass-fail course, that fact must

be made known to the Superintendent before the course is taken.

9. The School District will reimburse no more than one- hundred percent (100%) of tuition costs actually paid by the employee for course study to a maximum of the per credit cost for undergraduate courses at the Penn State University Park rate. Each employee will be entitled to reimbursement for a maximum of 6 credits per fiscal year (nor more than 3 of the 6 credits may be taken online), or until such time as all School District funds allocated for tuition reimbursement have been depleted.
10. The reimbursement payment will be made directly to the employee following the receipt of all required documentation to the Human Resources Office and approval of pay out by the Board of Directors. The documentation must include the description of courses, evidence of grade received, credits, and tuition charges.
11. Credits earned by an employee under a fellowship, continuing education courses, or scholarship; etc., are not eligible for reimbursement and should be submitted for approval under the conference provisions of this agreement.
12. Obtaining additional course credits or degrees will not result in any increase in base wages.
13. In the event that an employee who has received reimbursement of tuition pursuant to this Plan does not remain employed by the School District for two (2) full calendar years beyond the last day of the course or program for which the employee was reimbursed, the employee must repay to the School District the amounts paid pursuant to this provision prior to the employee's final day of work in the School District. In its sole discretion the Board may approve an extension on the re-payment timeline if requested by the employee. The employee's failure or refusal to return the money to the School District prior to exit, or within the Board approved payment schedule shall result in the employee also being assessed the attorney's fees and costs in the event that the School District must initiate litigation to recover the amounts due and owing. In the event of extenuating circumstances, the Board may waive this provision based on the recommendation of the Superintendent.

R. VACATION

1. All vacation eligible employees shall receive vacation in accordance with and subject to the limitations of this Plan.
2. All full-time employees shall receive 15 days of vacation exclusive of the holidays listed in this agreement. Employees employed prior to 2024 shall be grandfathered subject to Appendix A.

3. Food Service Worker employees shall not receive vacation.
 - a. Vacation days may be taken at any time during the school year providing arrangements have been made and pre-approval has been provided by the direct supervisor.
 - b. Requests for vacation days scheduled within the fourteen (14) calendar days preceding the first student day of the school year must be submitted for approval thirty (30) calendar days before the date requested. All other requests for vacation for five (5) days or more must be submitted and approved a minimum of ten (10) calendar days before the date requested. All other requests for less than five (5) days must be submitted and approved a minimum of five (5) calendar days before the date requested.
 - c. Exceptions to the standard vacation scheduling period set forth in the previous paragraph may be approved at the sole discretion of the Superintendent.
 - d. Employees may not carry over vacation time, however:
 1. The employee shall be eligible for compensation of five (5) unused vacation days at the employee's hourly rate multiplied by the normal scheduled hours worked. Notice to use this option must be given to the Director of Human Resources by May 1st, on the District approved form.
 2. In addition to the option for cash payment option for five (5) vacation days, the employee shall also have an option of deferring five (5) additional days for payment into the employees established 403(b) plan at the employee's hourly rate multiplied by the normal scheduled hours worked. Notice to use this option must be given to the Director of Human Resources by May 1st, on the District approved form.
 3. In addition to provisions of R (d)(1) and R(d)(2), the employee shall have the right to roll 5 vacation days per year (July 1- June 30th) into sick days. Notice to use this option must be given to the Director of Human Resources by May 1st, on the District approved form.
 - e. Vacation days accrued prior that exceed the allowable carry over, shall be rectified in accordance with Appendix A in July 2023. Following this one-time payment to employees, all vacation payments shall be carried out in accordance with this plan.

- f. Employees scheduled to work less than 260 days shall not be eligible to receive vacation.

S. FAMILY MEDICAL LEAVE ACT OF 1993 (FMLA)

The School District shall provide FMLA benefits and rights to all Employees subject to the terms, conditions and limitations in the FMLA; provided, however, that the following rules shall apply:

1. A rolling twelve month look-back shall be used;
2. FMLA shall run concurrently with any other paid or unpaid leave that may be applicable;
3. Each Employee shall complete the School District's leave of absence form for all leaves of absence and shall provide the required information and physician certifications required by the FMLA

T. MISCELLANEOUS WORKING CONDITIONS

1. EMERGENCY CONDITIONS

Emergencies such as fire, snow, serious accident, etc., may cause deviation from the workday as determined by the Superintendent.

2. MILEAGE

In any instance where mileage is paid for use of one's personal car for authorized school business (this does not include the normal course of travel required by employment such as an employee driving from building to building), it will be paid at the rate of the current Internal Revenue Business Mileage Reimbursement Allowance.

3. WORKERS' COMPENSATION

- a. Employees shall immediately report a work-related injury or disease to their supervisor and shall complete such forms as reasonably required by the School District.
- b. If an employee is absent due to any injury or illness sustained while engaged in services to the School District which is determined to be compensable under the Workers' Compensation Act, the School District will pay the employee the difference between full pay and the workers' compensation benefits received to the extent that the employee has accumulated and unused sick leave is available, which shall be exhausted on a proportionate basis, and which, when added to the workers' compensation paid will not result in a higher "take home" pay for the employee than the employee received as his or her base

compensation. In the event that sick leave is paid in full for any absence that is ultimately paid for by workers' compensation, the employee shall turn the workers' compensation check over to the School District for the applicable period and accrued sick leave, to the extent covered by workers' compensation, will be reinstated to the Employee's account.

- c. In the event an employee has been injured on the job and is determined to be eligible for Workers' Compensation, the School District will not permanently fill the employee's position, nor shall the School District terminate such employee for at least one (1) year following the date of the first day of disability, whether the disability is continuous or not. Thereafter, the School District will have no further obligation for retaining the employee as an employee in the School District, nor shall the School District have an obligation to find a new or modified position for the employee. The School District shall have the right to establish a light duty position on a case-by-case basis as it shall determine in its sole discretion.

U. FREE BREAKFAST AND LUNCH

1. Each Food Service Worker employee shall receive a free breakfast and lunch. The breakfast and lunch shall be selected from the student menu and must be eaten on premises.
2. Employees who elect to take advantage of this benefit must consume the meal before or after working hours.

V. EARLY RETIREMENT INCENTIVE PLAN

Notwithstanding anything herein to the contrary, the School District reserves the right to provide an early retirement incentive plan during the term of this Plan if the School Board finds it desirable to do so in its sole discretion.

APPENDIX A

1. All employees employed prior to July 1, 2024 who hold and have earned vacation days beyond the 15 days shall continue to receive the additional day(s) earned during the course of this plan.

2. Any employee who has been employed continuously prior to July 1, 2024, shall be entitled to receive payment for their vacation days at the per diem rate at which they were awarded. This calculation will be made by the District based on existing payroll and leave records as held in the AESOP reporting system effective July 1, 2024.

The payments shall be non-elective and shall be placed in a 403(b) or 457(b) plan over a period of time, not to exceed 3 years, or until such time that payment has been made for any days accrued through June 30, 2024.

Any days accrued beginning July 1, 2024 of this agreement or thereafter shall not be eligible for such payment and this provision shall sunset effective the payment of days as described above.

This provision will not apply to any employee who has not been continuously employed by the Schuylkill Valley School District prior to and through July 1, 2024.

APPENDIX B
HOLIDAY SCHEDULE

Custodial employees:

July 4
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
1st Working day following Christmas Day
Last working day before New Year's Day
New Year's Day
Good Friday
Memorial Day

Food Service Worker employees:

Labor Day
Thanksgiving Day
Christmas Day
New Year's Day
Good Friday
Memorial Day

APPENDIX C

23-24 Salary Chart

Step	Custodian	Food Service Worker
1	16.51	14.96
2	17.01	15.41
3	17.52	15.88
4	18.04	16.35
5	18.58	16.84
6	19.14	17.35
7	19.72	17.87
8	20.31	18.40
9	20.92	18.96
10	21.54	19.52
11	22.19	20.11
12	22.86	20.71
13	23.54	21.34
14	24.25	21.98
15	24.98	22.63
16	25.73	23.31
17	26.50	24.01
18	27.29	24.73
19	28.11	25.48
20	28.95	26.24

Custodian & Food Rates

<u>Step</u>	<u>Custodian</u>	<u>Food</u>
1	17.47	15.83
2	18.50	16.76
3	19.05	17.27
4	19.62	17.79
5	20.21	18.33
6	20.83	18.87
7	21.45	19.43
8	22.09	20.02
9	22.76	20.61
10	23.43	21.24
11	24.14	21.88
12	24.87	22.53
13	25.60	23.21
14	26.38	23.91
15	27.17	24.62
16	27.98	25.36
17	28.82	26.12
18	29.69	26.90
19	30.57	27.71
20	31.49	28.54